



**SANDY SPRINGS™**  
GEORGIA

**REQUEST FOR PROPOSALS #19-015**  
**Destination Marketing Strategic Plan**

**Proposals are due:**  
**February 6, 2019; 2:00 p.m.**

Sealed proposals will be received no later than **February 6, 2019; 2:00 p.m.** The City of Sandy Springs will only accept online submissions for this RFP through the Bonfire Portal at <https://sandysprings.bonfirehub.com/projects/view/12158>. Any proposal submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

**General Information:**

1. All communications regarding this solicitation must be with the assigned Procurement Agent, Dezirae Gaines, [purchasing@sandyspringsga.gov](mailto:purchasing@sandyspringsga.gov).
2. All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: <https://sandysprings.bonfirehub.com/projects/view/12158>. Questions are due no later than **January 25, 2019; 5:00 p.m.** Questions received after this date and time may not be answered.
3. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes and other important information regarding the solicitation related to this solicitation will be posted on Bonfire website at <https://sandysprings.bonfirehub.com/projects/view/12158>. It is the Offeror's responsibility to check the Bonfire portal for any addendums or other communications related to this solicitation.
4. The form of contract ("Model Contract") the City intends to execute with the selected Offeror is included as Attachment C for your review.
5. The City of Sandy Springs reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Sandy Springs.
6. An Offeror's RFP Checklist is provided for your convenience below. This checklist is provided for assistance only and should not be submitted with your proposal.

Questions may be submitted until **January 25, 2019; 5:00 p.m.** Questions received after this date and time may not be answered.

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Attachment B: MODEL CONTRACT, which includes all Exhibits attached thereto including:

- Offeror's Proposal
- Fee Schedule
- Certification of Contractor - Georgia Security and Immigration Compliance Act
- Certification of Consultant - Drug-Free Workplace
- Affidavit Verifying Status for City Public Benefit Application
- Contractor Affidavit Under O.C.G.A. § 13-10-91(b)(1)
- Insurance Requirements
- Notice to Contractors - Compliance with Title VI of the Civil Rights Act of 1964

## PROPOSAL SIGNATURE AND CERTIFICATION

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal ("Offeror") for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for Offeror. I further certify that the provisions of O.C.G.A. § 45-10-20, et seq. have not been violated and will not be violated in any respect.

Authorized Signature for Offeror: \_\_\_\_\_

Date: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Print/Type Offeror Name Here: \_\_\_\_\_

Company Name: \_\_\_\_\_

CORPORATE CERTIFICATE

I, \_\_\_\_\_, certify that I am the Secretary of the company named as Offeror in the foregoing Proposal; that \_\_\_\_\_, who signed said Proposal on behalf of the Offeror, was then (title) \_\_\_\_\_ of said company; that said Proposal was duly signed for and in behalf of said company by authority of its Board of Directors, and is within the scope of its corporate powers; that said company is organized under the laws of the State of Georgia.

This \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_

(Signature)

(Seal)

Corporate Name: \_\_\_\_\_

d/b/a \_\_\_\_\_

## OFFEROR'S RFP CHECKLIST

### Critical Things to Keep in Mind When Responding to an RFP for the City of Sandy Springs

1. \_\_\_\_\_ Read the entire document. Note critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements, if any (e.g. bonding and insurance requirements).
2. \_\_\_\_\_ Note the Procurement Officer's name, address, and email address. This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information.
3. \_\_\_\_\_ Attend the pre-proposal conference, if scheduled. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or notify the City of any ambiguities, inconsistencies, or errors in the RFP. This conference is not mandatory.
4. \_\_\_\_\_ Take advantage of the "question and answer" period. Submit your questions to the Procurement Officer by the due date listed on the cover page and in the *Schedule of Events* and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for this RFP will be posted on the City of Sandy Springs Purchasing page at <http://www.sandyspringsga.gov/business/doing-business-with-the-city/city-procurements>.
5. \_\_\_\_\_ Follow the format required in the RFP when preparing a Proposal. Provide point-by-point responses to all sections in a clear and concise manner.
6. \_\_\_\_\_ Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume the City will know what your firm's capabilities are or what items/services you can provide, even if you have previously contracted with the City. Proposals are evaluated based solely on the information and materials provided in response to the RFP.
7. \_\_\_\_\_ Use the forms provided with the RFP, if any.
8. \_\_\_\_\_ Check the City's website for RFP addenda before submitting a Proposal at <http://www.sandyspringsga.gov/business/doing-business-with-the-city/city-procurements>. If any exist, you must submit a signed cover sheet for each addendum issued along with your Proposal.
9. \_\_\_\_\_ Review the RFP document again to make sure that you have addressed all requirements. Your original Proposal and the requested copies must be identical and complete. The copies are provided to individuals evaluating Proposals and will be used to rank your submittal.
10. \_\_\_\_\_ Submit your Proposal on time. Note all the dates and times listed in the *Schedule of Events* and within the document, and be sure to submit all required items on time. Late Proposals will not be accepted.

*This checklist is provided for assistance only and should not be submitted with your Proposal*

## About Sandy Springs, Ga.

Bordered by Atlanta to the south and the Chattahoochee River to the north, Sandy Springs is a modern Southern city with its own unique identity as Georgia's **sixth largest city**. **Incorporated in 2005**, Sandy Springs combines the best of urban and rural environments with a thriving culinary scene of **100+ unique and locally owned restaurants**. The City also boasts more than **950 acres** of parks and natural areas, including 3 units of the Chattahoochee River National Recreation Area and **22 miles** of Chattahoochee River shoreline. Artisans and independent store owners have made Sandy Springs their home, and Atlanta's best shopping is just minutes away. Throughout the year, local events like festivals and holiday markets highlight and celebrate the up-and-coming community. Sandy Springs makes for a relaxing getaway with more than **2,800 hotel rooms**, all with easy access to several major highways and interstates as well as 4 MARTA rail stations.

## About Sandy Springs Hospitality & Tourism (Visit Sandy Springs)

Sandy Springs Hospitality & Tourism, Inc./Visit Sandy Springs (VSS) was established in 2006 is the destination marketing organization ("DMO") for the City of Sandy Springs. A charitable organization exempt from federal income tax under section 501 (c)(6) of the Internal Revenue Code of 1986, the DMO receives certain tax revenue (hotel-motel tax) from temporary lodging facilities, including hotels and motels, pursuant to O.C.G.A. § 48-13-51. Sandy Springs currently has 20 hotels and approximately 2800 rooms.

The DMO operates exclusively for the purpose of promoting tourism, meetings, and trade shows within the City of Sandy Springs and to enhancing the economic base of the City by increasing visits from leisure and business travelers, generating overnight lodging. Through salient and strategic marketing efforts, the DMO encourages people to visit, stay, recreate and shop in Sandy Springs by:

- Promoting Sandy Springs as an attractive destination and maintaining a leadership position in metro Atlanta's hospitality and tourism industry, based on its superb hotels and amenities and its proximity to all of Metro Atlanta's tourism assets and attractions.
- Promoting Sandy Springs' as central to area malls, river activities, parks, excellent dining, festivals and events.
- Working with our community partners to create awareness and excitement among meeting planners, tour operators, travel agents and media about Sandy Springs.

The DMO advertises, promotes and attends trade shows to showcase the destination to new and repeat visitors. The DMO represents all hotels, attractions, and restaurants in Sandy Springs and shopping venues in and around the City. They create and distribute paid advertising, printed materials, public relations, digital and social media, and promotional items to national and regional travelers, news media, and tourism industry professionals including tour operators, travel agents, meeting planners, group tour operators and group leaders. They also partner with the Atlanta Metro Travel Association, the Hospitality Highway and the City's neighbors in the northern Perimeter in advertising, trade show and expo opportunities. While the City does not have a "big box" conference and convention center, the City does have meeting space in the conference center area, terraces, lobbies and theaters at the new City Springs facility, as well as in its 4 full-service area hotels.

## About City Springs

Sandy Springs' newly-developed and recently-opened city center, City Springs, is a 14-acre mixed-use development featuring multiple offerings including a performing arts center, conference center, programmable green space, residential, retail, restaurant and city offices. Conceived as a vibrant place to play, City Springs offers residents and visitors alike the opportunity to enjoy world-class entertainment. The 1,100 seat Byers Theatre, the 350-seat Studio Theatre and the four-acre City Green host concerts by classical, popular and jazz musicians, dance, theater, comedy and

family entertainment. In an effort to further develop its world-class arts and cultural offerings, the City has also partnered with Art Sandy Springs' Arts in the Open Committee to bring public sculpture to the heart of the city.

Developed as a comprehensive Public-Private Partnership between the City of Sandy Springs and real estate developer Carter and Selig Enterprises, City Springs was designed to be the city's "heartbeat". The civic and cultural center at City Springs serves as a gathering space, creating a sense of place for the community, while also serving as a home to Sandy Springs' new City Hall. The City Springs District spreads beyond the downtown development, with Allen Road as its border to the south and Sandy Springs Circle to the north. City Springs is also a short walk to numerous City parks, combining the best of urban amenities with the City's natural beauty.

## SECTION 2: INTRODUCTION AND PURPOSE

### Introduction to the RFP

Within the past year, the DMO has worked with a research firm to conduct a visitor profile, lodging and group travel analysis, City Springs has opened to the public and several new projects have been initiated by the City to extend the walkable downtown area that includes City Springs. Consequently, almost 12 years after its establishment, Sandy Springs Hospitality & Tourism's board of directors and professional staff are seeking a consultant to assist with the creation of a Strategic Plan that will carry the organization into the next three to five years.

### The goals for the Strategic Plan are as follows:

- Identify key markets and distinctive brand attributes that will drive market share growth within the DMO's competitive set.
- Establish marketing goals strategies to increase the DMO's return on investment in digital, social and print marketing and promotions.
- Establish ambitious and measurable sales goals and objectives that will focus and improve the DMO's approach to sales efforts.
- Identify opportunities for tourism product development, destination enhancement, and partnerships.
- Evaluate the internal structure of the organization to identify operational gaps and strategic opportunities.
- Develop confirmed purpose statements (mission, vision and values) for Sandy Springs Hospitality & Tourism, Inc.

## SECTION 3: SCOPE OF WORK

The consultant should detail the methods and practices to achieve the goals for the project in the proposal. However, the following must be included:

- A minimum of 5 stakeholder interviews, not including members of the board or DMO staff.
- At least 2 half-day workshops with all DMO staff and the SSH&T, Inc. board to confirm key stakeholders, draft strategic priorities and strategic objectives and identify initiatives.

### DELIVERABLES

The DMO expects the following deliverables at the end of the project:

- A 3-5 year Strategic Plan with clearly defined goals, objectives, and measurements for success. The final plan should be less than 15-20 pages in its entirety.
- A summary of key findings with a supporting chart for the staff to use and to present to the board.

Consultant may recommend additional deliverables in the proposal.

### PROJECT TIMELINE

The consultant will outline an estimated timeline in the proposal, to include estimated dates for stakeholder interviews, planning meetings, and project completion.

### BUDGET

Consultant is required to provide a budget outlining the cost of the project based on the proposal submitted. Multiple cost options may be submitted.



#### SECTION 4: GENERAL EVALUATION PROCESS AND CRITERIA

The proposals will be scored and ranked based upon how well the firm demonstrates their knowledge and understanding of the following five evaluation criteria. Sandy Springs Hospitality & Tourism reserves the right to short list and conduct interviews should the need arise to complete the selection process. The evaluation criteria will consist of the following: project understanding, methodology, scope of work, schedule, project personnel, similar experience, and cost proposal. The score of the proposal totals a possible maximum of 100 points. The required elements of discussion for the five evaluation criteria and the possible maximum individual scores are:

1. **Project Understanding/ Methodology:** Description of the Consultant's understanding of the proposed project as outlined in the Request for Proposal and their demonstration of an understanding as to the magnitude of the task and the desired outcomes for the project. The overall approach should include any tools or methodologies that are needed to complete the proposed project on time and within scope and budget (**40% = 40 points total**).
2. **Schedule/Scope of Work:** Include a schedule and work plan in sufficient detail to determine how each task shall be accomplished. The work plan should describe how the Consultant proposes to complete the project, must be sufficiently detailed to highlight the effectiveness of their proposal and should spell out how this work can be performed in a cost-effective manner. A for timely completion of the scope of work shall be included. Information should be provided on the amount of time for each task. (**35% = 35 points total**).
3. **Project Personnel:** Provide information on personnel to be assigned to this project for the prime Consultant as well as the key personnel of any sub-consultants. Personnel should have experience in a variety of fields necessary to complete this proposed work (**10% = 10 points total**).
4. **Similar Experience:** Demonstrate that the firm(s) and personnel have experience and expertise with the subject matter and have demonstrated performance of work that is similar in type and scope. The Consultant shall submit a minimum of three projects with similar scope completed in the last five years. Include project description, location, cost, status, and client contact information. The projects should reflect the firm(s) experience delivering the design process from concept development to final completed construction plans for multimodal corridors (**10% = 10 points total**).
5. **Cost Proposal:** A cost proposal shall demonstrate competitive and innovative pricing sheet that incorporates all direct and indirect cost associated with the project (**5%=5 points total**). The Cost Proposal shall be sealed in a separate envelope.

## SECTION 5: PRE-SUBMITTAL INQUIRIES

All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: <https://sandysprings.bonfirehub.com/projects/view/12158> or directed to [purchasing@sandyspringsga.gov](mailto:purchasing@sandyspringsga.gov).

Questions are due no later than **January 25, 2018, 5:00 p.m.** Questions received after this date and time may not be answered.

Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes and other important information regarding the solicitation related to this solicitation will be posted on Bonfire website at <https://sandysprings.bonfirehub.com/projects/view/12158>. It is the Offeror's responsibility to check the Bonfire portal for any addendums or other communications related to this solicitation.

## SECTION 6: COMMUNICATIONS

Questions or comments regarding this procurement shall be submitted in writing via email to the Procurement Officer ONLY (see address below). The Offeror shall clearly reference the section and page numbers of the RFP which are applicable to the question(s) or comment(s) submitted.

Note: Oral questions will not be accepted due to the possibility of misunderstanding or misinterpretation.

Offerors are encouraged to submit questions or comments by no later than **January 25, 2019 5:00 P.M., EST**, to allow for analysis and dissemination of the City's responses in advance of the Proposal due date. Questions received after this date and time may not be answered.

The principal point of contact for this procurement is the Procurement Officer. The Procurement Officer can be reached via email at [purchasing@sandyspringsga.gov](mailto:purchasing@sandyspringsga.gov). Until a contractor is selected and the selection is announced regarding the procurement, elected officials, Evaluation Committee members, employees of the City, and contracted personnel receiving information and documents regarding this procurement are not allowed to communicate regarding the procurement for any reason with any potential or interested contractors, vendors, City staff, or contracted personnel except through the City's Procurement Officer or designated successor.

For violation of this restriction, the City reserves the right to reject the Proposal of any potential or interested contractor or vendor who knowingly participates in such violation. Any City staff or elected officials who violate this restriction acknowledge such conduct may result in an ethics violation pursuant to the City's ethics ordinance and/or disqualification from further participation in, or briefing on, the procurement. All communications concerning this procurement must be directed to the Procurement Officer named in this procurement.

## SECTION 7: TERMS AND CONDITIONS

All Proposals and supporting materials as well as correspondence relating to this Solicitation become property of the City when received. Any proprietary information contained in the Proposal shall be so indicated; however, a general indication that the entire contents, or a major portion, of the Proposal is proprietary will not be honored. The following terms and conditions shall also apply:

- A. All applicable Federal and State of Georgia laws and City of Sandy Springs ordinances, licenses and regulations of all agencies having jurisdiction shall apply to Offerors throughout and are incorporated herein.
- B. Professionals requiring special licenses must be licensed in the State of Georgia, and shall be responsible for those portions of the work as may be required by law.
- C. No Proposal shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that (i) is in arrears to the City with respect to any debt, (ii) is in default with respect to any obligation to the City, or (iii) is deemed irresponsible or unreliable by the City.
- D. The City shall be able to request of an Offeror satisfactory evidence that it has the necessary financial resources to accomplish the requirements of the contract.
- E. From the date this RFP is issued until a firm is selected, Offerors are not allowed to communicate with any staff or elected officials of the City regarding this procurement, except at the direction of Dezirae Gaines, Procurement Officer in charge of this solicitation. Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:

Dezirae Gaines, Sr. Contract Specialist  
City of Sandy Springs  
1 Galambos Way  
Sandy Springs GA 30328  
Email: [purchasing@sandyspringsga.gov](mailto:purchasing@sandyspringsga.gov)

F. While the City has every intention to make an award as a result of this solicitation, issuance of the RFP in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- 1. Cancel or terminate this RFP at any time. A notice of cancellation will be issued. If the RFP is cancelled, the City will not reimburse any Offeror for preparation of its Proposal. Proposals may be returned upon request if unopened;
- 2. Reject any or all Proposals received, make a contract award based directly on the Proposals received in the best interest of the City, in its sole discretion, or enter into further discussions with one (1) or more Offerors;
- 3. Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this RFP which would not have significant impact on any Proposal;
- 4. Make partial award or no award if it is in the best interest of the City to do so; and
- 5. Terminate any contract if the City determines adequate funds are not available.

END OF SECTION

ATTACHMENT A:

Contractor Proposal (Scope of Services)

ATTACHMENT B:

Cost Proposal

ATTACHMENT C

Sample Model Contract



**SERVICE AGREEMENT**

This Service Agreement (hereinafter "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_ (hereinafter "Contractor") located at \_\_\_\_\_ and the City of Sandy Springs, Georgia (hereinafter "Sandy Springs").

**WITNESSETH:**

**WHEREAS**, Contractor is engaged in the business of providing \_\_\_\_\_ services and

**WHEREAS**, Sandy Springs has a need to acquire the services described in the Contractor Proposal attached hereto as Exhibit A (hereafter "Services"); and

**WHEREAS**, Contractor is willing and able to render the Services and wishes to perform the Services for Sandy Springs; and

**WHEREAS**, Sandy Springs wishes to acquire the Services from Contractor;

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **Services.**

Contractor hereby agrees to render the Services to Sandy Springs as set forth in the *Scope of Services* attached hereto as Exhibit A and incorporated herein by this reference. Contractor agrees to perform the Services at the direction of the *project manager* or designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. **Compensation.**

a. **Fee.** As consideration for the Services, Sandy Springs shall pay to Contractor the fee described in Exhibit B attached hereto and incorporated herein by this reference.

b. **Manner of Payment.** Contractor shall, on a monthly basis, prepare and submit to the Sandy Springs Finance Department an invoice, indicating work performed and approved and additional equipment expenses incurred during the applicable time period, together with such supporting documentation as may be required by Sandy Springs. Each compliant invoice shall be paid within thirty (30) days after submission of an invoice.

3. **Relationship of Parties.**

a. **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Sandy Springs and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Sandy Springs and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. **Employee Benefits.** Contractor shall not be eligible for any benefit available to employees of Sandy Springs including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. **Payroll Taxes.** No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for Sandy Springs.

4. **Term**

This Agreement shall become effective as of the date of its execution, shall continue in effect until the completion of the work stated in Exhibit A, Scope of Services and/or Contractor's Proposal. The term of the contract will be contingent upon annual appropriations of funds by the City of Sandy Springs City Council. The contract will terminate at the close of the project.

5. **Termination.**

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

- a. If Sandy Springs fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- b. If Contractor fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- c. If Sandy Springs or Contractor shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by either party by giving written notice thirty (30) days prior to the effective date of termination.

If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only compensation for the work performed and appropriately documented to and including the effective date identified in the written termination notice.

**6. Termination of Services and Return of Property.**

Upon the expiration or earlier termination of this Agreement, Contractor shall immediately terminate the Services hereunder and shall deliver promptly to Sandy Springs all property relating to the Services and any Work Product (as defined below), patents or copyrights covered by this Agreement. Work Product shall include, but not be limited to, all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof.

**7. Standard of Performance and Compliance with Applicable Laws.**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Services and the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Contractor - Georgia Security and Immigration Compliance Act attached hereto as Exhibit C, in the Certification of Sponsor Drug Free Workplace attached hereto as Exhibit D, and in the Affidavit Verifying Status for City Public Benefit Application attached hereto as Exhibit E, Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) attached hereto as Exhibit F, and agrees to execute and provide such certifications to Sandy Springs, which are incorporated into and made a part of this Agreement.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.



The Contractor shall comply with and shall require its Subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in EXHIBIT H, NOTICE TO CONTRACTORS - COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, attached hereto and incorporated herein.

8. **Conflicts of Interest.**

Contractor warrants and represents that:

- a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement; and
- d. Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

9. **Proprietary Information; Non-Solicitation.**

Contractor acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Sandy Springs including, but not limited to, information concerning Sandy Springs, its operations, customers, citizens, business and financial condition, as well as information with respect to which Contractor has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Contractor agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Contractor under this section shall survive the termination of this Agreement.

10. **Insurance and Indemnification**

Contractor agrees to defend, indemnify and hold harmless the City of Sandy Springs, to the extent allowed by applicable law, from and against any and all claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of a breach by Contractor of its obligations under this Agreement. Insurance requirements are attached hereto as Exhibit G and incorporated herein by this reference.

11. **Non-Discrimination**

During performance of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or

veteran status, or any other status or classification protected by applicable federal, state and local laws. This practice shall apply to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. Contractor's equal employment opportunity efforts shall include, but not be limited to, all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall, in all solicitations or advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws.

Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials

## **12. Assignment.**

Contractor shall not assign this Agreement or the rights and obligations created herein without the prior express written consent of Sandy Springs. Any attempted assignment by Contractor without the prior express written approval of Sandy Springs may, at Sandy Springs' sole option, result in the termination of this Agreement without any notice to Contractor of such termination.

## **13. Notices.**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

### **If to Sandy Springs:**

John McDonough, City Manager

1 Galambos Way

Sandy Springs, Georgia 30328

### **With copies to:**

Dan Lee, City Attorney

1 Galambos Way

Sandy Springs, Georgia 30328

**If to Contractor:**

**With copies to:**

---

Contractor Contact, Title

---

Name and Title

---

Address

---

Address

---

City, State, Zip

---

City, State, Zip

**14. Governing Law and Consent to Jurisdiction.**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The Courts in Fulton County, Georgia shall have jurisdiction over any litigation arising out of this agreement.

**15. Waiver of Breach.**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

**16. Disputes**

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar day's written notice to Sandy Springs of the claim and the intent to initiate a civil action.

**17. Severability**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

**18. Entire Agreement.**

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

**19. Heading**

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

**20. Interpretation of Exhibits and Exclusion of External References**

The provisions of the main body of this Agreement shall govern the relationship between the City and the Contractor. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, including, but not limited to, those provided by Contractor, the provisions of the main body of this Contract Agreement shall control. Website links inserted by the Contractor into exhibits or attachments to this Agreement shall not govern, alter, control or otherwise affect the provisions of this Agreement and shall be of no force or effect in the construction or interpretation of this Agreement.

**21. Copyright, Trademark and Patent Indemnification**

Contractor warrants it has the rights to use and license all products, software and services provided under this agreement. Contractor further agrees to defend and save harmless Sandy Springs against any claims brought by a third party including, without limitation, reasonable attorneys' fees and costs, arising out of or in connection with a claim that the Software, Products and Services used in the scope of this agreement violated a third party's trademark, copyright or patent. Copyright, Trademark and Patent Indemnification shall survive the termination, cancellation or expiration of this agreement.

**22. Counterparts.**

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

**CITY OF SANDY SPRINGS, GEORGIA**

By: \_\_\_\_\_

John McDonough, City Manager

\_\_\_\_\_

Date of Execution

ATTEST:

By: \_\_\_\_\_

Approved as to Form:

City Clerk

By: \_\_\_\_\_

City Attorney

(SEAL)

\_\_\_\_\_  
**CONTRACTOR NAME**

By: \_\_\_\_\_

Name:

\_\_\_\_\_

Date of Execution

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

ATTEST:

By: \_\_\_\_\_

Secretary

(SEAL)

\_\_\_\_\_  
Witness

This Agreement to be executed in one (1) original.



## **EXHIBITS**

<b>EXHIBIT A</b>	Scope of Services
<b>EXHIBIT B</b>	Contractor Proposal
<b>EXHIBIT C</b>	Bid Schedule
<b>EXHIBIT D</b>	Certification of Contractor - Georgia Security and Immigration Compliance Act
<b>EXHIBIT E</b>	Certification of Sponsor Drug-Free Workplace
<b>EXHIBIT F</b>	Affidavit Verifying Status for City Public Benefit Application
<b>EXHIBIT G</b>	Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)
<b>EXHIBIT H</b>	Insurance Requirements
<b>EXHIBIT I</b>	Notice to Contractors Compliance with Title VI of the Civil Rights Act of 1964
<b>EXHIBIT J</b>	Corporate Certificate

**EXHIBIT A**

**SCOPE OF SERVICES**



**EXHIBIT B**

**CONTRACTOR PROPOSAL**

**EXHIBIT C**

**FEE SCHEDULE**

EXHIBIT D

CERTIFICATION OF CONTRACTOR

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_, ("Contractor"), whose address is \_\_\_\_\_.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees;  
and

On or after July 1, 2010, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Agreement if the Contractor has 500 or more employees.

Contractor has:

\_\_\_\_\_ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];

\_\_\_\_\_ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or

\_\_\_\_ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2010].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Agreement an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT E**

**CERTIFICATION OF SPONSOR**

**DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_, ("Contractor"), whose address is \_\_\_\_\_, \_\_\_\_\_, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, \_\_\_\_\_ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

---

Signature

Name: 

---

Title: 

---

**EXHIBIT F**

**AFFIDAVIT VERIFYING STATUS  
FOR CITY PUBLIC BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for \_\_\_\_\_ [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. \_\_\_\_\_ I am a United States citizen

**OR**

2. \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20.

Signature of Applicant: \_\_\_\_\_

Date:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

\*Alien Registration number for non-citizens:

\_\_\_\_\_

**\*\*PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_



**EXHIBIT G**

**CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B) (1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Sandy Springs has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

## EXHIBIT H

### INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Agreement is in force, Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. **Workers' Compensation & Employer's Liability Insurance.** Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. **Commercial General Liability Insurance,** including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. **Automobile Liability Insurance** with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. **Umbrella Insurance** with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. **Professional (Errors and Omissions) Insurance** for Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy

Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000. All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

(a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.

(b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.

(c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read:

The City of Sandy Springs

7840 Roswell Road, Building 500

Sandy Springs, Georgia 30350.

## **EXHIBIT I**

### **NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).
3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.
4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall

impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) Withholding of payments to the Contractors under the Contract until the Contractor complies, and/or

(b) Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.